



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	9/18/07	AGENDA REQUEST NO:	III D
INITIATED BY:	LEON KAPLAN, <i>LK</i> PARKS ADMINISTRATION MANAGER	RESPONSIBLE DEPARTMENT:	PARKS AND RECREATION DEPARTMENT
PRESENTED BY:	JOE CHESSER, INTERIM DIRECTOR OF PARKS & RECREATION	DEPARTMENT HEAD:	JOE CHESSER, INTERIM DIRECTOR OF PARKS & RECREATION <i>JAC</i>
		ADDITIONAL DEPARTMENT HEAD (S):	
SUBJECT / PROCEEDING:	LEASE AGREEMENT WITH WILLIAM SMITH, SR., TRI-COUNTY CHILD DEVELOPMENT COUNCIL, INC. (WSS TRI COUNTY)		
EXHIBITS:	LETTER OF REQUEST FROM WILLIAM SMITH, SR., TRI-COUNTY CHILD DEVELOPMENT COUNCIL, INC. (WSS TRI COUNTY) LEASE AGREEMENT		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO, ASSISTANT CITY ATTORNEY <i>EC</i>	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	N/A	ASST. CITY MANAGER:	KAREN H. GLYNN <i>KG</i>
BUDGET:	N/A	CITY MANAGER:	ALLEN BOGARD <i>KG</i> /FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		N/A	
AMOUNT BUDGETED/REALLOCATION: \$		N/A	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
The Parks and Recreation Department recommends that City Council authorize staff to execute a five year lease agreement between William Smith, Sr., Tri-County Child Development Council, Inc. (WSS Tri County) and the City of Sugar Land to use a City facility located at 112 Avenue D to operate a Head Start program.			

EXECUTIVE SUMMARY

William Smith, Sr., Tri-County Child Development Council, Inc. (WSS Tri County) formally requested renewal of their lease agreement with the City of Sugar Land to operate a Head Start program at the City-owned facility located at 112 Avenue D within Mayfield Park (see Attachment 1).

BACKGROUND

In FY 2001-2002, the Imperial Sugar Company began preparations to close its plant and sell its assets. At that time, the City pursued the acquisition of the parkland now known as Mayfield Park, which the City had previously been leasing from Imperial. This project was accomplished through the City's Community Development Block Grant program.

Imperial agreed to sell the parkland to the City with the provision that the facility located at 112 Avenue D be included in the sale, and that its current occupant, WSS Tri County, be allowed to continue using the facility for a Head Start program for at least five years. The City agreed to this provision and established a lease with WSS Tri-County to operate a Head Start program effective September 2002. The current lease is set to expire September 30, 2007.

Currently, WSS Tri-County's Sugar Land Head Start program serves 40 children ages 3-5 years, with approximately 65 additional children on a wait list. In the 30 years that they have been located in the Sugar Land community, Head Start has provided education, health, mental health, nutrition, and disability services to approximately 12,000 children.

WSS Tri County also allows the Mayfield Home Owners Association to use the facility at no fee on a space available basis for their meetings; this condition was added to the final lease agreement (see Attachment 2). Staff has spoken with a representative of the Mayfield HOA. Should the City Council approve staff's recommendation to lease the Mayfield Park facility to WSS Tri-County, the City will allow the Mayfield Park HOA to meet at the Mayfield Park property the third Wednesday of each month from 6:30pm to 9:30pm and two Saturday mornings each month from 8:00am to 11:00am.

Before making a recommendation on whether or not to renew the lease, staff examined the current condition of the building, as well as potential future operational and maintenance requirements and determined that there will be no costs to the City associated with the lease of the facility to WSS Tri-County to operate a Head Start program. In addition, WSS Tri-County is responsible for all utility costs.

RECOMMENDATION

The Parks & Recreation Department recommends that City Council authorize the execution of a new five-year lease with WSS Tri County to use the facility for Head Start services, provided the facility continues to meet code requirements and does not require maintenance or capital improvements by the City throughout the period of the lease.

EXHIBITS



William Smith, Sr., Tri-County Child Development Council, Inc.

500 Austin Street, Richmond, Texas 77469

P.O. Box 1929, Stafford, Texas 77497

Tel: 281.239.3414 • Fax: 281.239.0465

www.wsstricounty.org

March 7, 2007

Mr. Matt Fielder
City of Sugar Land
2700 Town Center Blvd North
Sugar Land, Texas 77479

Dear Mr. Fielder,

This is a formal letter from William Smith Sr., Tri-County Child Development Council, Inc. (WSS Tri-County CDC Inc Head Start) to renew the lease agreement with the City of Sugar Land for the operation of the Head Start Center located at 112 Avenue D in Sugar Land, Texas.

WSS Tri-County is the Head Start/Early Head Start grantee in Fort Bend, Matagorda and Wharton counties and is responsible for the administration of the program. The program serves 836 children in 42 full-day center-based classrooms at 16 sites. Additionally, 142 infant and toddlers are served in the Early Head Start Program. The Early Head Start classes are located in Fort Bend County. Two Early Head Start centers are located in public school facilities at no cost to the program and one at the Christine Smith First Years, First Steps Center. The Christine Smith Center was funded through a donation from the George Family Foundation. The Head Start and Early Head Start programs are located in areas with the highest concentration of low-income families.

Head Start is a full day program (6 ½ hr). Head Start serves 3-5 year old and the program operates five days a week. The children are recruited from the areas in which the lowest income families reside. Head Start collaborates with the neighboring school district's Pre-Kindergarten programs in the recruitment and selection of the children to insure that 4 year olds with the greatest needs are assigned to the Head Start program so that comprehensive services can be provided. After all eligible 4 year olds have been assigned; vacancies in Head Start are filled with 3 year olds.

Head Start has developed a management system, which monitors the needs, provides guidance to the staff in meeting their needs and measures progress toward the goals of children and families in the Head Start programs. Information compiled from this system continues to be used to develop unique and innovative approaches to serving Head Start and Early Head Start families.

WSS Tri-County Sugar Land Head Start serves 40 children ages 3-5 and there is currently a wait list of approximately 65 children. Head Start has been located in the community for the last 30 years. In that time, Head Start has provided education, health, mental health, nutrition, and disability services to approximately over 12,000 children. The community has embraced having a pre-school program so close to their homes where the parents are afforded the opportunity to be very involved.



partnering for children.

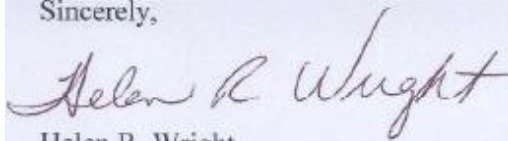
WSS Tri-County has an active Health Service Advisory Committee meeting twice a year. This meeting consists of the Agency's community partners; physicians dentists, psychologists, medics, police, nurses, parents, staff, and educators who meet to address the needs and concerns of the program.

WSS Tri-County has held several health fairs throughout the counties, providing flu shots, dental exams and physicals exams. The evacuees from Hurricanes Katrina and Rita and others in the community were the recipients of these services.

William Smith Sr., Tri County has recently received a Certificate of Excellence from Mr. Channell Wilkins, Director, Office of Head Start for consistently maintaining 100% compliance in the Agency's federal review every three years.

William Smith Sr. Tri-County CDC Inc. appreciates and would like to continue the partnership that has been established with the City of Sugar Land.

Sincerely,

A handwritten signature in dark ink, reading "Helen R. Wright". The signature is fluid and cursive, with the first name "Helen" being the most prominent.

Helen R. Wright
Executive Director

Enclosures:

- Letter from Mr. Channell Wilkins
- Certificate of Excellence
- WSS Tri-County pamphlet

**LEASE AGREEMENT BETWEEN THE CITY OF SUGAR LAND AND
WILLIAM SMITH, SR. TRI-COUNTY CHILD DEVELOPMENT COUNCIL, INC**

This agreement for the lease of a building is made between the City of Sugar Land, a municipal corporation of the State of Texas, and William Smith, Sr. Tri-County Child Development Council, Inc, a Texas non-profit corporation. The parties agree as follows:

I. Factual Background. In 2002 the City acquired from Imperial Holly Corporation the land shown in Exhibit A. The City also acquired the building located on the land used by Lessee for a Head Start program. As part of the purchase of the land, the City agreed to enter into a lease providing for the Lessee's continued use of the building for the Head Start program for a term of five years. The original lease with the Lessee is expiring on September 30, 2007 and the City and Lessee wish to enter into another lease for a five-year term.

II. Definitions. In this Lease:

City means the City of Sugar Land.

Building means a portable building that is approximately 100 feet in length and 30 feet in width, located on the land as shown in Exhibit A.

Leased Premises means the Building and the approximately .5032 acres of land immediately under the Building and upon which the Building is located, including the enclosed playground, as shown in Exhibit A.

Lessee means William Smith, Sr. Tri-County Child Development Council, Inc., a Texas non-profit corporation.

III. Leased Premises.

(a) Leased Premises. The City leases to Lessee the Leased Premises. Lessee, its agents and invitees will have access to the Leased Premises across that portion of the real property owned by the City as designated by the City.

(b) Use of Leased Premises. Lessee may use and occupy the Leased Premises only for the operation of a Head Start program, other activities the City approves in writing, and as otherwise specified in this Lease. Lessee will not permit or create any nuisance in, on, or about the Leased Premises or allow the storage or use of hazardous substances on the Leased Premises. In this paragraph, "hazardous substances" means substances that are toxic, ignitable, reactive, or corrosive and that are regulated by any Federal or State law.

(c) Other Users. The Lessee will allow the Mayfield Park Homeowners Association (Mayfield Park HOA) to use the Leased Premises for meetings and training programs on the third Wednesday of each month from 6:30pm to 9:30pm and two Saturday mornings each month from 8:00am to 11:00am. Lessee will allow the City to use the Leased Premises when the City's use will not interfere with Lessee's permitted use of the building or the Mayfield Park HOA use. The Lessee is entitled to receive 72 hours' advance notice of use by the City or the Mayfield Park HOA.

III. Term and Termination.

(a) Term and Termination. This Lease begins on October 1, 2007, and terminates on September 30, 2012. The City may terminate this Lease at any time during its term by giving the Lessee at least 60 days prior written notice of the termination of this Lease if:

- (1) Lessee breaches any of the Lessee's obligations under the Lease and fails, after receiving the City's written notice of default, to correct the default within 60 days of receipt of the written notice, if the nature of the default is such that it may be cured.
- (2) The building is partially or completely destroyed by fire, storm, or other cause and the City determines that the Building cannot be used for its intended purpose.
- (3) Lessee fails to maintain the Leased Premises so that it falls into disrepair requiring cumulative maintenance or capital improvements in excess of its value.

(b) Removal of Property. Upon termination of the Lease, the Lessee must leave the Leased Premises in a neat and clean condition with all other improvements in place, ordinary wear and tear excepted. Lessee must remove all personal property from the Leased Premises within ten days after the Lease termination date. If Lessee fails to do so, the City may retain possession of the property or sell the same and keep the proceeds or have the property removed at the expense of Lessee. Upon termination of the Lease, any fixed improvements installed by Lessee becomes the property of the City.

IV. Rental and Utilities.

(a) Consideration. In consideration of the City renting the Leased Premises to Lessee, Lessee will offer educational programs to the community.

(b) Utilities. The Lessee will pay for electricity and water and wastewater services to the Leased Premises. The Lessee is responsible for providing telephone service, cable TV service, solid waste disposal and removal services, and any other services not provided by the City, to the Leased Premises at Lessee's cost.

V. Maintenance, Repairs, and Alternations.

(a) Maintenance and Repairs. Lessee will, at its sole cost and expense, keep the Leased Premises in good condition and repair, ordinary wear and tear excepted. Any janitorial services required for the Leased Premises shall be provided by the Lessee at its expense. Lessee will pay for any costs to maintain or repair the heating and air conditioning systems for the Leased Premises. Any injury or damage to the Leased Premises or the appurtenances or fixtures thereof, caused by or resulting from the act, omission or neglect of Lessee or Lessee's employees, servants, agents, or invitees will be repaired or replaced by Lessee, at its expense. The Lessee is not responsible for injury or damage to the Leased Premises caused by the Mayfield Park HOA.

(b) Alterations or Improvements. Lessee will not make any alterations or improvements to the Leased Premises without the City's prior written approval. Any alterations or improvements will become a part of the Leased Premises and will belong to the City, without compensation to Lessee, at the expiration of this Lease or the termination of Lessee's right to possession of the Leased Premises. In making any alterations or improvements, Lessee must comply with all Federal, State, and local laws, regulations, or ordinances, including the issuance of permits and the payment of fees.

(c) Signs. Lessee will not post any signs on the Leased Property without the approval of the City as landlord. Any signs approved by the City as landlord must comply with the City's ordinance regulating signs.

VI. Insurance.

(a) General Liability Insurance. Lessee will, during the term of this Lease, at its sole cost and expense, keep in force the insurance specified in Exhibit B.

(b) Personal Property Insurance. Lessee will also obtain and keep during this Lease, at its sole cost and expense, insurance on its personal property, to pay for losses by fire, storm, water damage, or other casualty.

VII. Taxes. Lessee will pay before delinquency, any and all taxes, fees or other assessments levied, if any, imposed or assessed against the Leased Premises, Lessee's leasehold interest, equipment, furniture, fixtures and personal property, during any Term of this Lease.

VIII. Miscellaneous Provisions.

(a) Entire Agreement. This Lease constitutes the entire understanding between the parties and supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof shall be in writing and signed by both parties.

(b) Subletting or Assignment. Lessee will not rent or sublease the Leased Premises or assign this Lease without the prior written consent of the City.

(c) Violations of Law. Lessee will take reasonable steps to prevent any of Lessee's employees, agents, representatives, or invitees from violating any Federal or State law or City ordinance while making use of or occupying the Leased Premises.

(d) Severability. If any provision of this Lease will be declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions will continue in effect as nearly as possible in accordance with the original intent of the parties.

(e) Notice. Any notice given by one party to the other in connection with this Lease will be in

writing and be sent by registered mail, return receipt requested, with postage and registration fees prepaid, as follows:

If to the City, addressed to: City Manager
City of Sugar Land
P. O. Box 110
Sugar Land, Texas 77487-0110

If to Lessee, addressed to: Helen R. Wright, Executive Director
William Smith, Sr. Tri-County
Child Development Council, Inc.
12603 Southwest Freeway, Suite 210
Stafford, Texas 77477

Notices will be deemed to have been received on the date shown on the receipt, if sent by certified mail, or on the date received, if delivered by hand.

CITY OF SUGAR LAND, TEXAS

**WILLIAM SMITH, SR. TRI-COUNTY
CHILD DEVELOPMENT COUNCIL, INC.**

Allen Bogard, City Manager

Date: _____

By: _____
Title: _____
Date: _____

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Eugenia A. Cano

Attachments: Exhibit A – Mayfield Park Public Facility Site Plan
Exhibit B –Insurance Provisions

**CITY OF SUGAR LAND
REQUIRED INSURANCE PROVISIONS**

The Lessee shall comply with each and every condition contained herein. The Lessee shall provide and maintain the minimum insurance coverages set forth below during the term of its lease with the City.

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, fire damage.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
3. Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. The City of Sugar Land shall be named as an additional insured with respect to the Commercial General and Automobile Liability policies.
5. A waiver of subrogation in favor of the City of Sugar Land shall be contained in the Workers Compensation, Commercial General and Automobile Liability policies.
6. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least 30 days' written notice prior to cancellation or non-renewal of the insurance.
7. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Lessee may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
10. Insurance must be purchased from insurers having a minimum AmBest rating of A 7.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Sugar Land.

Upon request, Lessee shall furnish The City of Sugar Land with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be issued directly to the City of Sugar Land within ten (10) business days after the lease is approved by the successful contractor's insurance agent of record or insurance company. The certificate of insurance shall be sent to:

City of Sugar Land
Attn: Purchasing Dept.
P.O. Box 110
Sugar Land, TX 77487-0110

Reduction or Waiver of Insurance Requirements

The City may at any time reduce or waive all or part of the insurance requirements established by this document if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.